

1 prejudice. In support of this Stipulation, the Parties state as follows:

2 WHEREAS, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Parties may
3 stipulate to the dismissal of this action without a Court order;

4 WHEREAS, on May 5, 2015, the Parties entered into a settlement agreement that stipulates to
5 the dismissal of all claims with prejudice;

6 WHEREAS, the Parties have further agreed that they shall each bear their own attorneys' fees
7 and expenses incurred in any way related to this action.

8 IT IS HEREBY STIPULATED AND AGREED by the Parties through their counsel:

- 9 1. Virtual Point's claims against Hedera in this action shall be dismissed with prejudice; and
10 2. The Parties shall each bear their own attorneys' fees and expenses incurred in any way
11 related to this action.

12 IT IS SO STIPULATED.

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14 DATED: May 12, 2015

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26 DATED: May 12, 2015

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28 /s/ Brian P. Kinder

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Attorney for Plaintiff Virtual Point Inc.

ORDER

Pursuant to stipulation, IT IS SO ORDERED.

Dated: May 13, 2015

